

# **IT Professional Technical Services Master Contract Program T#:902TS**

## **Statement of Work (SOW) For Technology Services Issued By**

**Minnesota Department of Minnesota Management & Budget**

**Project Title Enterprise Learning Management – phase 2  
(application developers)**

**Service Categories** Server – Application (Design & Development)

### **Business Need**

Enterprise Learning Management (ELM) is an Oracle/PeopleSoft product that interfaces with Oracle/PeopleSoft HRMS. It is the state of Minnesota's chosen learning management system (LMS). It is the system where agencies offer and track employee training and professional certification status. The initial launch of ELM (v.9.1) was in 2011 in conjunction with Oracle/PeopleSoft Financial Management System (FMS), branded as the SWIFT project. At that time ELM was used for delivering and tracking agency training in all areas of SWIFT.

The only modifications made to the out-of-the-box ELM system were to correct any interface issues with our significantly modified Oracle/PeopleSoft HCM (v9.0) system. Little training was done on the system at that time.

Recently the state has determined that ELM must be further developed to meet all executive branch agencies' training documentation needs. To that end a project has begun to gather requirements from agencies and make the changes necessary to meet those needs.

Steps have been taken to hire permanent staff to support ELM going forward, but additional staff is needed through the development phase to augment this in house staff.

### **Project Deliverables**

- Modifications to the base system will be necessary to meet specific agency needs and these modifications will be determined in the near future.
- Staff augmentation with up to 2 developers. Engagement anticipated from mid-February through May 2013 at 40 hours per week per developer.

### **Project Milestones and Schedule**

- This project began on 11-26-2012
- Project initiation/startup: 11-26-2012 – 1-14-2013
- Configuration and Development: 1/2/2013 - 5-3-2013
- Production Freeze: 5-3-2013
- Validation & Testing: 3-25-2013 – 6-21-2013
- Training and documentation: 1-14-2013 – 6-21-2013

- Go Live to production: 7-1-2013
- Post production support: 7/1/2013 – 8/2/2013

## Project Environment (State Resources)

State resources include

- Project Sponsor: Minnesota Management & Budget (MMB) Commissioner Jim Schowalter
- Project manager: Cheryl Niebur (MMB)
- Functional lead: Ann Canavan (MMB)
- Developers and Infrastructure: 5 staff from the MN.IT at MMB development group and additional contract staff.
- One new permanent developer dedicated to ELM development and support
- There are four instances of ELM running: Production, Test, Development, and Training. Each are kept fully patched.

## Agency Project Requirements

ELM will be implemented across the executive branch agencies of Minnesota state government. Other branches of government will be invited to participate.

Administrators and staff will be trained. Training materials will be created for end users to be trained by their agency

## Responsibilities Expected of the Selected Vendor

The contractor will follow the MN.IT Services at MMB change management process

The contractor will work on site, M- F 8-5 (negotiable)

The contractor will document their work in a method to be prescribed

The contractor will report to the Manager of Development

The contractor will follow the established test plan and criteria

## Required Skills

- Three years' experience with Oracle/PeopleSoft HCM or ELM implementation projects.
- One successful project experience with either version ELM 9.0 or ELM 9.1 implementation.
- Project experience has been for clients of comparable size and complexity.
- Experience in the use of Oracle development tools, such as PeopleTools.

## Desired Skills

- Bachelor's degree in Information Systems.

## Process Schedule

- |  |                          |
|--|--------------------------|
| • Deadline for Questions                     | 2/18/2013, 4:00 p.m. CST |
| • Anticipated Posted Response to Questions   | 2/20/2013, 4:00 p.m. CST |
| • Proposals due                              | 2/25/2013, 4:00 p.m. CST |
| • Anticipated proposal evaluation begins     | 2/25/2013                |
| • Anticipated proposal evaluation & decision | 3/8/2013                 |

## Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 2/18/2013, 4:00 p.m. CST

Cheryl Niebur  
Office of Enterprise Technology  
651.201.1197  
[cheryl.niebur@state.mn.us](mailto:cheryl.niebur@state.mn.us)

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 2/20/2013, Time ([http://www.oet.state.mn.us/mastercontract/statements/mcp902ts\\_active.html](http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html)).

## SOW Evaluation Process

- Company Experience (10%)
- Experience of project staff (50%)
- Cost (40%)

**Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.**

## Response Requirements

- Introduction
- Company overview
- Detailed response to staff augmentation
  - 1) Resumes of proposed project staff (Note: Resumes must address the Required Skills and Desired Skills set forth in this statement of work)
  - 2) Cost
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - c) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
  - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form  
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

## Proposal Submission Instructions

- Response Information:
  - a) Address the response to Cheryl Niebur
  - b) [Cheryl.niebur@state.mn.us](mailto:Cheryl.niebur@state.mn.us)
  - c) Please label the response: Staff augmentation - Developer
- Submit the proposal via email.
- Key dates:
  - a) Proposal due: 2/25/2013, 4:00 p.m. CST
  - b) Expiration date for the vendor's price/terms guarantee
  - c) All questions regarding this statement of work should be directed only to Cheryl Niebur, Project manager. He is the only one who can respond regarding this statement of work.
  - d) Vendors must submit proposals directly to Cheryl Niebur Project Manager by 4:00 p.m. CST on or before February 25, 2013. This must be done via an attachment to e-mail by the required time and due date.

## General Requirements

### Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

**Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

**Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

**Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

**IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

[http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

**Nonvisual Access Standards**

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

# Affidavit of Noncollusion

**State of Minnesota**  
Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the <insert name> Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

## Authorized Signature

Responder's firm  
name: \_\_\_\_\_

Print authorized representative  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized  
signature: \_\_\_\_\_

Date  
(mm/dd/yyyy): \_\_\_\_\_

## Notary Public

Subscribed and sworn to before me this:

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Commission expires (mm/dd/yyyy)